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PAUL, HASTINGS, JANOFSKY & WALKER LLP  
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New York, NY 10022  
(212) 318-6000

Attorneys for Defendant

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

WORLD WRESTLING ENTERTAINMENT, INC.,  
a Delaware corporation, WCW, INC., a  
Delaware corporation, WWE LIBRARIES, INC.,  
a Delaware corporation,

Plaintiffs,

- against -

MARVEL CHARACTERS, INC., a Delaware  
corporation,

Defendant.

04 CV 05510 (VM)

**RULE 26(a) DISCLOSURES**

Defendant Marvel Characters, Inc. ("Marvel"), by its attorneys, Paul, Hastings, Janofsky & Walker LLP, makes the following initial disclosures pursuant to Rule 26(a) of the Federal Rules of Civil Procedure:

**A. Disclosure pursuant to Rule 26(a)(1)(A):**

*The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.*

1. Terry Bollea  
438 St. Andrews Drive  
Belleair, FL 34616

Mr. Bollea has information and knowledge concerning: (a) Marvel's ownership of, right to and interest in the marks HULK, HULK HOGAN, HULKAMANIA, HULKSTER, HOLLYWOOD HOGAN, HOLLYWOOD HULK HOGAN and variations thereof (collectively, the "HULK Marks"); and (b) the negotiation, drafting and execution of the March 25, 1985 license agreement (the "License Agreement") among Titan Sports, Inc. (n/k/a World Wrestling Entertainment, Inc. ("WWE")), Terry Bollea and Cadence Industries, Corp., Marvel's predecessor in interest.

2. Joseph Calamari  
688 Greenhill road  
Kinnelon, NJ 07405  
(973) 492-0017

Mr. Calamari has information and knowledge concerning: (a) Marvel's ownership of, right to, and interest in the HULK Marks; and (b) licensing agreements for the use of the HULK Marks by WWE and Bollea and the royalties to be paid for such use.

3. Various lawyers, as of yet unidentified, involved in the negotiation, drafting and execution of the License Agreement.

4. The signatories to the License Agreement, including Linda McMahon.
5. Gary Gittelsohn  
14372 Mulholland Drive  
Los Angeles, CA  
(310) 440-1475

Mr. Gittelsohn may have discoverable information regarding royalty payments relating to HULK Marks from WWE to Bollea and WWE to Marvel, and additional information relating to issues raised in the Complaint and the Answer.

6. Edward Kaufman, Esq.  
c/o WWE  
1241 East Main Street  
Stamford, CT 06902

Mr. Kaufman may have discoverable information regarding royalty payments relating to the HULK Marks from WWE to Marvel and WWE to Bollea, and additional information relating to issues raised in the Complaint and the Answer.

**B. Disclosure pursuant to Rule 26(a)(1)(B):**

*A copy of, or description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.*

Marvel may use documents in its possession, custody or control in the following categories to support its defenses and claims:

1. Documents sufficient to show Marvel's ownership of, right to, and interest in the HULK Marks;
2. Documents concerning defendants' recognition of Marvel's ownership of, right to, and interest in the HULK Marks;
3. Documents concerning agreements licensing defendants' use of the HULK Marks;
4. Various licensing agreements and correspondence between or among Marvel, WWE and Terry Bollea;
5. Royalty reports from WWE to Marvel and payment records; and
6. Royalty reports from WWE to Terry Bollea.

These documents are located at the offices of Paul, Hastings, Janofsky & Walker LLP, 75 East 55th Street, New York, NY 10022, and at the offices of Marvel's parent company, Marvel Enterprises, Inc., 10 East 40th Street, New York, NY 10016. Marvel expressly reserves the right to supplement this response in the event that it discovers additional documents and things that it may use to support its defenses.

**C. Disclosure pursuant to Rule 26(a)(1)(C):**

*A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extend of injuries suffered.*

Pursuant to paragraph 3 of the License Agreement, WWE was obligated to pay royalties to Marvel in the amounts specified therein in connection with WWE's use of the HULK HOGAN, HULKAMANIA and HULKSTER trademarks. Marvel is seeking damages for WWE's failure to report accurately and pay all of the royalties due to Marvel under the License Agreement.

**D. Disclosure pursuant to Rule 26(a)(1)(D) - INSURANCE AGREEMENTS.**

Not relevant.

**E. Disclosure pursuant to Rule 26(a)(2) – OPINIONS AND EXPERTS.**

At this time, Marvel does not anticipate calling any witnesses to present evidence under Rules 702, 703 or 705 of the Federal Rules of Evidence. Marvel expressly reserves the right to supplement its response in the event that it determines to call any such witnesses.

The foregoing initial disclosures are made based on the information reasonably available to Marvel as of the date hereof and without prejudice to Marvel's right to supplement its disclosures as additional information becomes known or available.

Dated: New York, New York  
October 8, 2004

PAUL, HASTINGS, JANOFSKY &  
WALKER LLP

By: 

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Henry W. Oliver Building  
535 Smithfield Street  
Pittsburgh, PA 15222

Attorneys for Plaintiffs

AFFIDAVIT OF SERVICE

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF NEW YORK    )

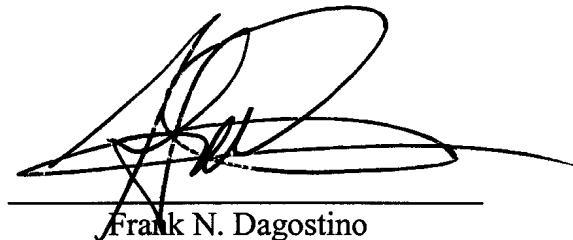
FRANK N. DAGOSTINO, being duly sworn, deposes and says:

1. I am over the age of eighteen years, employed by the law firm of Paul, Hastings, Janofsky & Walker LLP, and not a party to this action.
2. On the 8th day of October, 2004, I served a true and correct copy of the annexed document described as RULE 26(a) DISCLOSURES by personally delivering to and leaving true copies of same as addressed below:

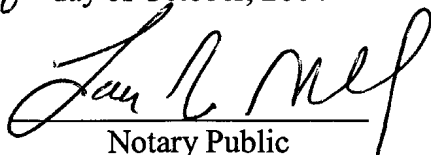
KIRKPATRICK & LOCKHART LLP  
599 Lexington Avenue  
New York, NY 10022  
Attn. Eugene R. Licker, Esq.

3. On the 8th day of October 8, 2004 I served an additional copy of same by enclosing true copies of same in first class postpaid envelope properly addressed and depositing same in an official depository maintained by the United States Postal located at 909 Third Avenue, New York, NY 10022 addressed below:

KIRKPATRICK & LOCKHART LLP  
Henry W. Oliver Building  
535 Smithfield Street  
Pittsburgh, PA 15222  
Attn. Jerry S. McDevitt, Esq.

  
\_\_\_\_\_  
Frank N. Dagostino

Sworn to before me this  
8 day of October, 2004

  
\_\_\_\_\_  
Notary Public

LAWRENCE R. MEHRINGER  
NOTARY PUBLIC, State of New York  
No. 01ME4946259  
Qualified in New York County  
Commission Expires 04/17/06